

ARTICLE XXXI
AMERITECH COLLOCATION

31.1 Physical Collocation. AT&T shall provide to SBC-AMERITECH Physical Collocation in the LEC Access Equipment Room in AT&T's Wire Centers for equipment necessary for Interconnection (pursuant to **Article III**). AT&T shall provide SBC-AMERITECH Collocation only for the purpose of such Interconnection.

31.2 Eligible Equipment. SBC-AMERITECH may Collocate equipment necessary for Interconnection of the same type that it uses to provide total service access¹ for AT&T.

31.3 Transmission Facility Options. SBC-AMERITECH may either purchase transmission facilities (and any necessary Cross-Connection) from AT&T or provide its own transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at AT&T's Premises.

31.4 Interconnection Points and Cables. AT&T shall:

31.4.1 provide SBC-AMERITECH an Interconnection point or points physically accessible by both SBC-AMERITECH and AT&T, at which the fiber optic cable carrying SBC-AMERITECH's circuits can enter AT&T's Premises; provided that AT&T shall designate Interconnection Points as close as reasonably possible to AT&T's Premises;

31.4.2 provide at least two (2) such Interconnection points at AT&T's Premises at which there are at least two (2) entry points for SBC-AMERITECH's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points; and

31.4.3 permit SBC-AMERITECH Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission.

31.5 Allocation of Collocation Space

31.5.1 AT&T shall not be required to lease or construct additional space in a Premises to provide SBC-AMERITECH Physical Collocation when existing space in such Premises has been exhausted.

31.5.2 SBC-AMERITECH will provide AT&T with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes agreed upon pursuant to

¹ Total service access is access services purchased by AT&T from SBC-AMERITECH to provide switched or dedicated access to AT&T Customers.

Article XII. AT&T will attempt to deliver Collocation pursuant to SBC-AMERITECH's forecasts to the extent that Collocation space is then available.

31.5.3 The Parties expect that under normal conditions AT&T will have space available for SBC-AMERITECH to interconnect with AT&T for purposes of terminating Local Traffic and IntraLATA Toll Traffic. However, should space not be available, AT&T will attempt to establish a POI at another mutually agreeable AT&T Wire Center which AT&T determines has available space and sufficient facilities for transporting traffic between AT&T Wire Centers at rates, terms and conditions to be negotiated upon by the Parties. If an alternative POI is not available in the LATA, the Parties will enter into good faith negotiations to establish an alternative method for SBC-AMERITECH to terminate Local Traffic and IntraLATA Toll Traffic on AT&T's network.

31.6 Subcontractor and Vendor Approval. AT&T shall allow SBC-AMERITECH to have an AT&T-approved subcontractor install updates to Collocated equipment, including software updates. Approval of such subcontractors by AT&T shall be based on the same criteria it uses in approving contractors for its own purposes.

31.7 Delivery of Collocated Space.

31.7.1 AT&T shall provide SBC-AMERITECH with a single point of contact for all inquiries regarding Collocation. If SBC-AMERITECH needs to install additional equipment in the LEC Access Equipment Room, SBC-AMERITECH shall request additional space for Collocation by delivering a written request to AT&T. Each request for Collocation shall include: (i) the Premises in which Collocation is requested, (ii) the interoffice transmission facilities SBC-AMERITECH will require for such space, (iii) the equipment to be housed in such space, and (v) the date on which SBC-AMERITECH intends to initiate service from such space. AT&T shall notify SBC-AMERITECH in writing within ten (10) Business Days of receiving SBC-AMERITECH's request for Collocation as to whether the requested space is available. If intraoffice facilities will not be available for Collocation of initial service within three (3) months after receipt of SBC-AMERITECH's request for space pursuant to this Section, then AT&T shall provide written notification, within ten (10) Business Days after the receipt of such request, as to when the intraoffice facilities will be made available.

31.7.2 Physical Collocation.

31.7.2.1 If additional space for Physical Collocation is immediately available at the time of SBC-AMERITECH's request, AT&T shall include in its notice to SBC-AMERITECH: (i) the space to be provided, and (ii) whether AT&T can deliver the space to SBC-AMERITECH by the date set forth in **Section 31.7.2.3**.

31.7.2.2 If SBC-AMERITECH's requested Physical Collocation space is available, SBC-AMERITECH and AT&T shall have an initial walkthrough of such

space within ten (10) Business Days after AT&T confirms that the requested space is available.

31.7.2.3 AT&T shall deliver to SBC-AMERITECH the requested space on or before the later of: (i) one hundred twenty (120) days from AT&T's receipt of SBC-AMERITECH's request for Collocation, or (ii) such other reasonable date that the Parties may agree upon if it is not feasible for AT&T to deliver to SBC-AMERITECH such space within the foregoing intervals (such date of delivery referred to as the ("**Delivery Date**").

31.7.2.4 Physical Collocation will be subject to the additional rules and regulations set forth in **Schedule 31.7**.

31.7.2.5 After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from AT&T. Exceptions that are noted during this acceptance walkthrough shall be corrected by AT&T within thirty (30) days after the walkthrough. AT&T shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions shall be at AT&T's expense, subject to any change orders requested by SBC-AMERITECH.

31.7.2.6 SBC-AMERITECH shall also be entitled to credits for delays by AT&T in provisioning space for Collocation, and for the inability of SBC-AMERITECH to use equipment located in space provided for Collocation as a result of the failure by AT&T to comply with its obligations under this Agreement, pursuant to terms and conditions agreed upon by the Implementation Team.

31.8 Pricing. The prices charged to SBC-AMERITECH for Collocation are set forth in the **Pricing Schedule**.

31.9 Billing. AT&T shall bill SBC-AMERITECH for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

31.10 Additional Requirements. The additional requirements set forth on **Schedule 31.10** shall be applicable to Physical Collocation.

31.11 Protection of Service and Property. Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

31.11.1 SBC-AMERITECH and AT&T shall restrict access to SBC-AMERITECH equipment, support equipment, systems, tools and data, or spaces which contain or house SBC-AMERITECH equipment enclosures, to SBC-AMERITECH

employees and other authorized non-SBC-AMERITECH personnel to the extent necessary to perform their specific job function.

31.11.2 SBC-AMERITECH shall comply at all times with security and safety procedures and existing requirements that are defined by AT&T and communicated to SBC-AMERITECH.

31.11.3 AT&T shall allow SBC-AMERITECH periodically to inspect or observe spaces which house or contain SBC-AMERITECH equipment or equipment enclosures and furnish SBC-AMERITECH with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured SBC-AMERITECH space, subject to **Section 31.11.2** and **Article XX**.

31.11.4 AT&T shall furnish to SBC-AMERITECH a current written list of AT&T employees who AT&T authorizes to enter SBC-AMERITECH's Physical Collocation space, with samples of the identifying credentials to be carried by such persons.

31.11.5 AT&T shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that AT&T secures external access to spaces that house AT&T's equipment.

31.11.6 AT&T shall limit the keys used in its keying systems for SBC-AMERITECH's specific Physical Collocation space which contain or house SBC-AMERITECH equipment or equipment enclosures to its employees and representatives to emergency access only. SBC-AMERITECH shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that SBC-AMERITECH shall immediately provide AT&T with such new keys.

31.11.7 AT&T shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Wire Center.

31.12 Standards of Performance. AT&T shall provide Collocation to SBC-AMERITECH in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.